

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
Debtors. : (Jointly Administered)
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On January 16, 2007, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification, (iii) upon the parties listed on Exhibit C hereto via facsimile and (iv) upon the parties listed on Exhibit D hereto via postage pre-paid U.S. mail:

- 1) Notice of Fifth Quarterly Ordinary Course Professional Statement Pursuant to Order Authorizing Retention of Professionals Utilized by Debtors in Ordinary Course of Business ("Notice of Fifth Quarterly Ordinary Course Professional Statement") (Docket No. 6624) [a copy of which is attached hereto as Exhibit E]
- 2) Debtors' Omnibus Statement of Disputed Issues with Respect to Proofs of Claim Numbers 2237, 2238 and 14762 (Robert Backie, H.E. Services Company and Richard Janes) ("Statement of Disputed Issues - H.E. Services, et al.") (Docket No. 6625) [a copy of which is attached hereto as Exhibit F]

On January 16, 2007, I caused to be served the document listed below upon the parties listed on Exhibit G hereto via overnight delivery:

- 3) Debtors' Omnibus Statement of Disputed Issues with Respect to Proofs of Claim Numbers 2237, 2238 and 14762 (Robert Backie, H.E. Services Company and Richard Janes) ("Statement of Disputed Issues - H.E. Services, et al.") (Docket No. 6624) [a copy of which is attached hereto as Exhibit F]

Dated: January 17, 2007

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 17th day of January, 2007, by
Evan Gershbein, personally known to me or proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Signature: */s/ Amy Lee Huh*

Commission Expires: *3/15/09*

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	sean.p.corcoran@delphi.com karen.j.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
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Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
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Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
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EXHIBIT B

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Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY 10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI 48098	248-813-2000	248-813-2670	sean.p.corcoran@delphi.com karen.j.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI 48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO 80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel to Flextronics International
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General Electric Company	Valerie Venable	9930 Kincey Avenue		Huntersville	NC 28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
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Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY 10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee
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Zeichner Ellman & Krause LLP	Stuart Krause	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	skrause@zeklaw.com	Counsel to Toyota Tsusho America, Inc.

EXHIBIT C

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	PARTY / FUNCTION
Akebono Corporation (North America)	Alan Swiech	34385 Twelve Mile Road		Farmington Hills	MI	48331		248-489-7406	866-609-0888	Vice President of Administration for Akebono Corporation
APS Clearing, Inc.	Andy Leinhoff	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746		512-314-4416	512-314-4462	Counsel to APS Clearing, Inc.
APS Clearing, Inc.	Matthew Hamilton	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746		512-314-4416	512-314-4462	Counsel to APS Clearing, Inc.
Colbert & Winstead, P.C.	Amy Wood Malone	1812 Broadway		Nashville	TN	37203		615-321-0555	615-321-9555	Counsel to Averitt Express, Inc.
Curtis, Mallet-Prevost, Colt & Mosle LLP	David S. Karp	101 Park Avenue		New York	NY	10178-0061		212-696-6065	212-697-1559	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.
Grant & Eisenhofer P.A.	Geoffrey C. Jarvis	1201 North Market Street	Suite 2100	Wilmington	DE	19801		302-622-7000	302-622-7100	Counsel to Teachers Retirement System of Oklahoma; Public Employes's Retirement System of Mississippi; Raiffeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Heller Ehrman LLP	Carren Shulman	Times Square Tower	Seven Times Square	New York	NY	10036		212-832-8300	212-763-7600	Counsel to @Road, Inc.
Johnston, Harris Gerde & Komarek, P.A.	Jerry W. Gerde, Esq.	239 E. 4th St.		Panama City	FL	32401		850-763-8421	850-763-8425	Counsel to Peggy C. Brannon, Bay County Tax Collector
Kirkland & Ellis LLP	Geoffrey A. Richards	200 East Randolph Drive		Chicago	IL	60601		312-861-2000	312-861-2200	Counsel to Lunt Manufacturing Company
Lord, Bissell & Brook LLP	Rocco N. Covino	885 Third Avenue	26th Floor	New York	NY	10022-4802		212-812-8340	212-947-1202	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
North Point	Michelle M. Harner	901 Lakeside Avenue		Cleveland	OH	44114		216-586-3939	216-579-0212	Counsel to WL. Ross & Co., LLC
O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601		312-849-2020	312-849-2021	Counsel to Ameritech Credit Corporation d/b/a SBC Capital Services
Paul, Weiss, Rifkind, Wharton & Garrison	Curtis J. Weidler	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3157	212-373-2053	Counsel to Ambrake Corporation; Akebono Corporation
Republic Engineered Products, Inc.	Joseph Lapinsky	3770 Embassy Parkway		Akron	OH	44333		330-670-3004	330-670-3020	Counsel to Republic Engineered Products, Inc.
Ropers, Majeski, Kohn & Bentley	Christopher Norgaard	515 South Flower Street	Suite 1100	Los Angeles	CA	90071		213-312-2000	213-312-2001	Counsel to Brembo S.p.A.; Bibielle S.p.A.; AP Racing
Schiff Hardin LLP	William I. Kohn	6600 Sears Tower		Chicago	IL	60066		312-258-5500	312-258-5600	Counsel to Means Industries
Stroock & Stroock & Lavan, LLP	Joseph G. Minias	180 Maiden Lane		New York	NY	10038		212-806-5400	212-806-6006	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. a
Traub, Bonaquist & Fox LLP	Maura I. Russell Wendy G. Marcari	655 Third Avenue	21st Floor	New York	NY	10017		212-476-4770	212-476-4787	Counsel to SPCP Group LLC

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	PARTY / FUNCTION
WL Ross & Co., LLC	Oscar Iglesias	600 Lexington Avenue	19th Floor	New York	NY	10022		212-826-1100	212-317-4893	Counsel to WL. Ross & Co., LLC

EXHIBIT D

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
Cage Williams & Abelman, P.C.	Steven E. Abelman	1433 Seventeenth Street		Denver	CO	80202	303-295-0202	Counsel to United Power, Inc.
Dykema Gossett PLLC	Gregory J. Jordan	10 Wacker	Suite 2300	Chicago	IL	60606	312-627-2171	Counsel to Tremont City Barrel Fill PRP Group
Genovese Joblove & Battista, P.A.	Craig P. Rieders, Esq.	100 S.E. 2nd Street	Suite 4400	Miami	FL	33131	305-349-2300	Counsel to Ryder Integrated Logistics, Inc.
Jason, Inc.	Beth Klimczak, General Counsel	411 E. Wisconsin Ave	Suite 2120	Milwaukee	WI	53202		General Counsel to Jason Incorporated
Miami-Dade County Tax Collector	Metro-Dade Paralegal Unit	140 West Flagler Street	Suite 1403	Miami	FL	33130	305-375-5314	Paralegal Collection Specialist for Miami-Dade County
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734	989-385-3230	Corporate Secretary for Professional Technologies Services

EXHIBIT E

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- x

NOTICE OF FIFTH QUARTERLY STATEMENT PURSUANT TO
ORDER AUTHORIZING RETENTION OF PROFESSIONALS
UTILIZED BY DEBTORS IN ORDINARY COURSE OF BUSINESS

("NOTICE OF FIFTH QUARTERLY ORDINARY
COURSE PROFESSIONAL STATEMENT")

PLEASE TAKE NOTICE that pursuant to the Order Under 11 U.S.C. §§ 327, 330, And 331 Authorizing Retention Of Professionals Utilized By Debtors In Ordinary Course Of Business, dated November 4, 2005 (Docket No. 883), attached hereto is a statement of fees and disbursements for each professional utilized by the Debtors in the ordinary course of business during the period from October 1, 2006 to December 31, 2006.

Dated: New York, New York
January 16, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By:/s/ John Wm. Butler, Jr.
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Anne Murphy Patent Services	Legal	-	-	\$785	\$8
Arent, Fox, Kintner, Plotkin & Kahn	Legal	\$6,016	-	\$13,572	-
Association Of Business Advocating Tariff Equity (A.B.A.T.E.)	Legal	\$7,810	-	\$42,083	-
Baker & Daniels	Legal	\$31	-	\$53,514	\$2,414
Baker & McKenzie LLP	Tax And Legal Consulting	\$17,923	\$319	\$112,140	\$1,114
Balch & Bingham	Legal	-	-	\$1,309*	\$7*
Barnett Associates, Inc.	Tax Consulting	\$7,500	-	\$36,929	-
Booth Udall, PLC	Legal	\$420	-	\$8,219	\$2,684
Brennan Steil & Basting SC	Legal	-	-	\$700	\$1
Cadena Law Firm, P.C.	Legal	\$102	\$4	\$449	\$18
Charles K. Veenstra	Legal	\$23,760	-	\$43,680	-
China Patent Agent (H.K.) Ltd.	Legal	\$2,660	\$870	\$2,660	\$870
Christie, Parker & Hale, LLP	Legal	\$492	\$210	\$6,191	\$4,888

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Ciara Systems, Inc.	Legal	\$29,588	-	\$47,438	-
Clark Consulting	Tax Advisory And Advocacy	-	-	\$100,000	-
Clark, Thomas & Winters	Legal	\$674	\$1	\$7,380*	\$643*
Conway McKenzie & Dunleavy Inc.	Legal	-	-	\$3,593	\$173
Couch White, LLP	Legal	\$14,456	\$10	\$131,397	\$1,779
Crew Buchanan	Legal	-	-	\$1,668	-
Dechert LLP	Tax Legal Services	\$16,231	-	\$16,231	-
Dewitt Ross & Stevens	Legal	\$2,330	\$24	\$4,597	\$74
Dickinson Wright P.L.L.C.	Legal	-	-	\$10,467	\$214
Dierker & Associates, PC	Legal	\$8,441	\$400	\$30,579	\$1,501
Dinsmore & Shohl, LLP	Legal	\$1,653	\$54	\$39,978*	\$507*
Drinker Biddle & Reath LLP	Legal	\$2,670	-	\$39,163	\$25
DuCharme, McMillan & Associates, Inc.	Tax Compliance	-	-	\$43,851	\$1,666

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Dykema Gossett P.L.L.C.	Legal	\$22,131	\$17	\$77,555	\$1,634
Eldridge Cooper Steichen & Leach, PLLC	Legal	-	-	\$380	\$3
Ernst & Young AG	Tax And Custom Consultancy	\$2,311	\$92	\$18,541	\$390
Falkowski PLLC	Legal	\$1,380	-	\$18,260	-
Foster, Swift, Collins & Smith, P.C.	Legal	\$11,460	\$1,459	\$17,579	\$1,463
Global Quality Institute	Auditing	\$5,000	-	\$13,000	-
Goldberg Segalla LLP	Legal	\$1,054	\$15	\$3,181*	\$456*
Gowling Lafleur Henderson LLP	Legal	\$237	-	\$3,708	-
Grant Thornton	Auditing And Tax	\$79,971	-	\$154,071	-
Hack, Piro, O'Day, Merklinger	Legal	-	-	\$1,102*	\$54*
Hamilton, Brown & Babst b/k/a Lamothe & Hamilton, APLC	Legal	-	-	\$10,221	\$302
Hartman & Hartman P.C.	Legal	\$925	-	\$8,275	\$40

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Hewitt & Associates	Auditing	-	-	\$52,955	-
Horwood Marcus & Berk	Tax Consulting	\$2,964	\$510	\$32,810	\$532
INDIEC Indiana Industrial Energy Consumers, Inc.	Legal	\$911	-	\$15,361	-
Ivins, Phillips & Barker Chartered	Legal	\$101,275	-	\$231,744	-
J. Gordon Lewis dba J. Gordon Lewis, PLLC	Legal	\$33,110	-	\$183,260	\$368
Jefferson Wells	Auditing	\$81,175	\$4,577	\$347,032 ¹	\$5,939
Johnston Barton Proctor & Powell LLP	Legal	\$148	-	\$4,380	\$18
Keating, Muething & Klekamp, P.L.L.C.	Legal	-	-	\$2,650	-
Keefe And Associates	Legal	\$1,450	\$180	\$18,994	\$1,100
Kenyon & Kenyon	Legal	-	-	\$13,426	\$98
Kevin P. Weldon	Legal	\$1,800	-	\$4,500	-
Kim & Chang	Legal	-	-	\$9,794	\$1,136
Kirton & McConkie	Legal	-	-	\$56	-
KPMG, Hungary	Tax Compliance	\$6,221	-	\$12,351	-
L.C. Begin & Associates, PLLC	Legal	-	-	\$46,317	\$11,707
Lathrop & Gage	Legal	\$92	\$16	\$2,799	\$281

¹ This amount reflects payments made during the time period from July 1, 2006 through September 30, 2006 in the aggregate amount of \$89,504 which were not previously reported.

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Lavin O'Neil Ricci Cedrone	Legal	-	-	\$2,717*	\$92*
Law Offices Of Albert Gutierrez	Legal	-	-	\$3,358*	\$385*
Law Offices Of Brian C. Pauls	Legal	\$21,047	\$3,920	\$38,668	\$7,078
Lippert, Humphreys, Campbell, Dust & Humphreys, P.C.	Legal	\$5,530	\$103	\$20,879*	\$316*
Locke Reynolds LLP	Legal	\$7,664	\$596	\$7,664	\$596
Mark A. Navarre	Legal	\$32,447	\$485	\$134,279	\$1,607
Marshall, Gerstein & Borun	Legal	-	-	\$103	-
McCarthy, Lebit, Crystal & Liffman Co., L.P.A.	Legal	\$532	\$1	\$12,497	\$632
McGlynn & Luther	Legal	-	-	\$1,877*	\$30*
McNees Wallace & Nurick LLC	Legal	\$27,464	-	\$27,464	-

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Michael D. Schloff, PLLC	Legal	-	-	\$1,050	\$9
Momsen, Leonardos & Cia	Legal	-	-	\$160	\$85
Morgan, Lewis & Bockius LLP	Legal	-	-	\$22,261	\$5
Neal Gerber & Eisenberg, LLP	Legal	\$35,875	\$758	\$109,344	\$5,437
Ogne, Alberts & Stuart, P.C.	Legal	-	-	\$326	\$3
Paul, Hastings, Janofsky & Walker LLP	Legal	-	-	-	\$35
Phelps Dunbar LLP	Legal	\$10,476	\$624	\$64,800	\$51,356
Pillsbury Winthrop Shaw Pittman LLP	Legal	-	-	\$23,869	\$351
Porterfield, Harper & Mills, P.A.	Legal	\$622	-	\$3,422*	\$53*
Prichard, Hawkins, McFarland & Young, LLP	Legal	\$30	\$13	\$2,186	\$2,603
Quattlebaum, Groom, Tull & Burrow PLLC	Legal	\$155	-	\$3,549*	\$61*

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Reising, Ethington, Barnes Kisselle, P.C.	Legal	\$31,560	\$1,876	\$189,599	\$9,296
Rogitz & Associates	Legal	\$1,500	-	\$21,000	-
Secrest, Wardle, Lynch, Hampton, Turex and Morley P.C.	Legal	-	-	\$3,878*	-*
Sidley Austin Brown & Wood LLP	Tax and Custom Consultancy	\$16,926	-	\$16,926	-
Stout Risius Ross, Inc.	Tax Valuation	-	-	\$28,655	\$443
Swift Currie McGhee & Hiers, LLP	Legal	-	-	\$731	\$35
Thorn, Gershon, Tymann	Legal	\$783	\$3	\$932*	\$6*
Turner Reid Duncan Loomer & Patton P.C.	Legal	-	-	\$218	\$13
Vorys, Sater, Seymour and Pease LLP	Tax Consulting	\$1,469	-	\$1,897	-
Ward Norris Heller & Reidy, LLP	Legal	\$1,276	-	\$2,278	\$41
Wax Law Group	Legal	\$38,630	-	\$87,691	-

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

Name Of Ordinary Course Professional	Type Of Service	Aggregate Quarterly Compensation For Services Rendered	Aggregate Quarterly Reimbursement Of Expenses	Aggregate Compensation For Services Rendered During Chapter 11 Cases	Aggregate Reimbursement Of Expenses During Chapter 11 Cases
Wells, Anderson & Race, LLC	Legal	-	-	\$4,093*	\$11*
Wimer Law Offices, P.C.	Legal	-	-	\$570	\$4
Wood, Herron & Evans, L.L.P.	Legal	\$6,131	\$403	\$34,050	\$3,793
Wooden & McLaughlin, LLP	Legal	\$579	\$18	\$11,829	\$360
Young & Basile P.C.	Legal	\$12,062	-	\$51,759	\$2,981
Yuasa & Hara	Legal	\$33,446	-	\$215,233	\$8,239

* This figure reflects corrections made to amounts reported in the Notice Of Fourth Quarterly Ordinary Course Professional Statement (Docket No. 5309).

EXHIBIT F

Hearing Date: April 13, 2007
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

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- and -

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

DEBTORS' OMNIBUS STATEMENT OF DISPUTED ISSUES WITH RESPECT TO
PROOFS OF CLAIM NUMBERS 2237, 2238, AND 14762 (ROBERT BACKIE, H.E.
SERVICES COMPANY AND RICHARD JANES)

("STATEMENT OF DISPUTED ISSUES – H.E. SERVICES, ET AL.")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Omnibus Statement Of Disputed Issues (the "Statement Of Disputed Issues") With Respect To Proofs Of Claim Numbers 2237, 2238, and 14762 (the "Proofs Of Claim") filed by H.E. Services Company ("H.E. Services"), Robert Backie ("Backie"), and Richard Janes ("Janes" and, collectively with H.E. Services and Backie, the "Claimants") and respectfully represent as follows:

Background

1. H.E. Services and Backie each filed a proof of claim on or about March 9, 2006, and Janes filed a proof of claim on July 31, 2006. H.E. Services' proof of claim asserts an unsecured nonpriority claim in excess of \$30 million for "civil rights and Constitutional violations" and related contract- and fraud-based claims (the "H.E. Services Claim"). Backie's proof of claim asserts an unsecured nonpriority claim in excess of \$30 million based on the same underlying allegations (the "Backie Claim"). Janes' proof of claim asserts an unsecured nonpriority claim for \$6 million for "damages due to breach of contract, prima facie tort, misrepresentation, and other claims" (the "Janes Claim" and collectively with the H.E. Services Claim and the Backie Claim, the "Claims").

2. H.E. Services and Backie attach, and Janes references, as the basis of their Claims an amended complaint filed by H.E. Services and Backie in the United States District Court for the Eastern District of Michigan, Case No. 05-10053 (the "Underlying Complaint"). In that suit, H.E. Services and Backie allege violations of 42 U.S.C. § 1981 and assert claims based on fraud, misrepresentation, breach of contract, and promissory estoppel. (Underlying Complaint, ¶¶ 5-7). Notwithstanding the allegation that the Debtors breached certain contractual obligations

to H.E. Services and the requirements of the proof of claim form (Form 10) approved by the Bar Date Order,¹ H.E. Services failed to attach the alleged underlying contract, a necessary supporting document, to the Complaint or the H.E. Services Claim. The case was administratively closed on October 24, 2005 due to the pendency of these Chapter 11 proceedings.

3. The Debtors objected to the Claims pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Claims With Insufficient Documentation, (B) Claims Unsubstantiated By Debtors' Books And Records, And (C) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

4. H.E. Services and Backie filed their joint Response To Debtors' (I) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Claims With Insufficient Documentation, (B) Claims Unsubstantiated By Debtors' Books And Records, And (C) Claims Subject To Modification And (II) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) on November 22, 2006 (Docket No. 5679) (the "H.E. Services/Backie Response"). Janes also filed a Response To Debtors' Objection To Claim on November 22, 2006 (Docket No. 5742) (the "Janes Response" and collectively with the H.E. Services/Backie Response, the "Responses").

¹ See Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof (Docket No. 3206) (the "Bar Date Order"), Proof of Claim Form 10.. Item 7 of the Proof of Claim Form 10 requires a claimant to "[a]ttach copies of supporting documents, such as . . . purchase orders, . . . contracts . . .". (emphasis in original).

Disputed Issues

A. Debtors Did Not Breach Their Contracts With Claimants

5. Although the Bar Date Order required the Claimants to do so, the Claimants failed to attach what they believe to be the operative contractual agreement between the parties. To the extent that there exists a contract between the parties, the Debtors' General Terms and Conditions would govern the parties' contractual rights (the "Terms and Conditions," a copy of which is attached hereto as Exhibit A). Agreements to purchase parts would be based on the Debtors' requirements, and equipment purchases would be made in accordance with the terms and conditions of a purchase order.

6. Reliance on other statements, agreements, or documents is precluded by the Terms and Conditions, which contain an integration clause. Specifically, Section 29 of the Terms and Conditions provides, in relevant part:

This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements.

(Terms and Conditions at Section 29). The Terms and Conditions also provide that any modification must be by written contract amendment issued by the Debtors. (*Id.*; see also Section 1 ("Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.")).

7. In addition, the Terms and Conditions provide that the Debtors may terminate any contract for convenience at any time. Section 11 of the Terms and Conditions provides, in relevant part:

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. . . . The purchase price for such finished goods, raw materials and work-in-progress, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. . . .

(Id. at Section 11).

8. The Debtors fulfilled their obligations under any agreements they had with the Claimants. The Claimants, on the other hand, did not satisfy all of their obligations under their agreements with the Debtors.

B. Debtors Did Not Discriminate Against Claimants

9. The Debtors did not discriminate against the Claimants based on H.E. Services' status as a minority-owned business or Backie's status as a minority. The Claimants have failed to provide any evidence that the Debtors committed such discrimination.

10. The Debtors did business with the claimants for many years, but eventually turned to other suppliers when the Claimants could not provide the parts and services the Debtors needed—not because of the minority status of the Claimants. (See Answer to

Amended Complaint and Affirmative Defenses in Underlying Matter, ¶ 68 attached hereto as Exhibit B).

C. Debtors Did Not Misrepresent Any Material Fact

11. The Debtors did not make any material misrepresentations – either intentionally or negligently – to the Claimants on which the Claimants reasonably relied to their detriment.

12. The Claimants generally allege that the Debtors made misrepresentations as to the exclusivity of any relationship with the Claimants and as to the Debtors needs for parts and services. However, the Claimants provide no specific evidence as to the date, time, place, or speaker as to any alleged misrepresentations. Furthermore, any representation made by the Debtors as to their existing or anticipated need for parts and services was true.

13. Moreover, the Terms and Conditions which would govern any contractual relations between the parties belie any "exclusivity" in that the Debtors expressly reserved the right to terminate any contract for convenience. (Terms and Conditions at Section 11).

D. Debtors Did Not Make Bad Faith Promises

14. The Claimants provide no evidence of bad faith on the part of the Debtors.

15. The Claimants allege that the Debtors communicated their existing needs for parts and services. For example, the Claimants allege that they were shown "yearly volumes based on statements of present need for services or parts" (see Underlying Complaint, ¶ 48). However, such statements were forecasts or estimates, and they were communicated to the Claimants as such. They were not promises or guarantees that the Debtors would order a certain number of parts and services from the Claimants. The Debtors did not commit to any specific

level of need for parts or services. As stated in Section 11 of the Terms and Conditions, cited above, the Debtors expressly retain the right to terminate any contract for convenience.

16. Thus, any reliance the Claimants placed on these statements and estimates was not reasonable. Any level of need for parts and services provided to the Claimants during any negotiations was merely an estimate and by no means a firm commitment from the Debtors. Nor was it communicated to the Claimants as such.

17. The Claimants also allege that the Debtors communicated their anticipated future needs for parts and services. However, those communications were not promises or guarantees that the Debtors would order a certain number of parts and services from the Claimants. The Debtors did not commit to any specific future level of need for parts or services and, as stated in the Terms and Conditions, any orders were subject to termination for convenience. Any reliance that the Claimants placed on these statements and estimates was not reasonable. The level of need for parts and services provided to the Claimants during any negotiations was merely an estimate and by no means firm commitment from the Debtors. Nor was it communicated to the Claimants as such.

18. Even if the Claimants had a unilateral expectancy of a volume of services and parts above that which the Debtors ultimately required, the Claimants have failed to assert, and cannot assert, a legal basis upon which the Debtors are liable to the Claimants for any loss of such expectancy. The Debtors simply made no promises with regard to the volume of services they would require from the Claimants, and thus they are not liable to the Claimants if such volume was less than the Claimants had hoped. Furthermore, the Claimants' reliance on such estimates would have been unreasonable in light of both the integration clause and the right to terminate for convenience contained in the Terms and Conditions.

19. The Debtors did not make any of the bad faith promises generally alleged in the Underlying Complaint. The Claimants fail to explain why they believe any statements were made in bad faith. (see Underlying Complaint, ¶ 44.)

E. Delphi Corporation Has No Liability In the Underlying Lawsuit

20. H.E. Services and Backie assert claims against Delphi. The Debtors dispute that Delphi faces even potential liability in the underlying lawsuit filed by the Claimants. As noted above, the basis for the Claim is a law suit filed by H.E. Services and Backie against Delphi Automotive Systems LLC ("DAS LLC"). Delphi and DAS LLC are separate and distinct legal entities. Neither the Claims nor the Responses assert any basis upon which Delphi would be liable for DAS LLC's obligations, if any. Delphi is not, and has never been, a party to the Underlying Complaint.

21. Furthermore, pursuant to the Bar Date Order, the claimants, including H.E. Services, Backie and Janes, were required to file proofs of claim against the appropriate Debtor entity. Specifically, paragraph 3(f) of the Bar Date Order provides:

Proofs of Claim must clearly indicate the name of the applicable Debtor against which the Claim is asserted and the applicable reorganization case number for such Debtor, and if a Claim is asserted against more than one of the Debtors, a separate Proof of Claim must be filed in each such Debtor's reorganization case.

22. Furthermore, the Notice Of Bar Date For Filing Proofs Of Claim (the "Bar Date Notice") which was approved by the Court pursuant to Bar Date Order also specifically stated that "each holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's reorganization case." See Bar Date Notice at p. 2. Exhibit A to the Bar Date Notice specifically identified DAS LLC as a Debtor and identified its case number. (See Exhibit A to Bar Date Notice at p. 4).

23. Nonetheless, H.E. Services and Backie filed their Proofs Of Claim only against Delphi, and did not file any proofs of claim against DAS LLC. The July 31, 2006 bar date passed over five and one-half months ago. As the Proofs Of Claim were asserted against Delphi and Delphi clearly is not a party to the Underlying Complaint, the Claim is invalid and should be disallowed in its entirety.

F. Claimants' Claims Suffer Other Defects

24. The Claimants have failed to state a cause of action as a matter of law.

25. The Claimants seek several forms of unrecoverable damages, including but not limited to Claimants' alleged damages that are remote, contingent, or speculative damages.

26. The Claimants cannot recover for claims that do not comport with the Statute of Frauds, which requires that contracts for the sale of goods that cannot be completed in one year be in writing. See UCC 2-201.

27. The Claimants cannot recover for claims barred by the applicable statute of limitations.

28. The shareholder Claimants cannot recover for claims that are solely derivative of their ownership interest in H.E. Services.

Reservation Of Rights

29. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions

of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) disallowing and expunging the Claims, and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
January 16, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit A

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DELPHI AUTOMOTIVE SYSTEMS

GENERAL TERMS AND CONDITIONS

Delphi Automotive Systems seeks to exceed its customers' expectations. Delphi's suppliers are integral to achieving this objective, and Delphi hopes that its suppliers will recognize Delphi as their preferred customer. Delphi will establish high performance expectations for itself and its suppliers, measure performance and reward superior performance.

1. ACCEPTANCE

Seller acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). Seller acknowledges and agrees that it has read and understands these General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

2. SHIPPING AND BILLING

2.1 Shipping. Seller will (a) properly pack, mark and, ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations, (b) route shipments as Buyer instructs, (c) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, (d) provide packing slips with each shipment that identify Buyer's contract and/or release number and the date of the shipment, and (e) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification identification of the goods shipped as Buyer or the carrier requires. The marks on each package and identification of the goods on packing slips, bills of lading and invoices must enable Buyer to easily identify the goods.

2.2 Billing. Seller will (a) accept payment based upon Buyer's Evaluated Receipt Record/Self-Billed Invoice unless Buyer requests that Seller issue and deliver an invoice and (b) accept payment by electronic funds transfer. If the payment due date is not otherwise specified in this Contract, the payment due date will be the due date established by the Multilateral Netting System (MNS-2) used by Buyer, which provides, on average, that payment will be due on the second day of the second month following the date Buyer receives the goods or services. Buyer may withhold payment for any goods or services until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such goods or services.

2.3 Delivery Schedules. Deliveries will be made in the quantities, on the dates, and at the times specified by Buyer in this Contract or any subsequent releases or instructions Buyer issues under this Contract. Time is of

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the essence with respect to all delivery schedules Buyer establishes. Buyer will not be required to pay for any goods that exceed the quantities specified in Buyer's delivery schedules or to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If Buyer determines that the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other modification of this Contract.

2.4 Premium Shipments. If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment, unless Buyer's actions caused Seller to fail to meet Buyer's delivery schedules, in which case Buyer will pay any costs for premium shipment.

3. SPECIFICATION, DESIGN AND SCOPE CHANGES

Buyer may at any time require Seller to implement changes to the specifications or design of the goods or to the scope of any services or work covered by this Contract, including work related to inspection, testing or quality control. While Buyer will endeavor to discuss any such changes with Seller as early as practical, Seller will promptly implement such changes. Buyer will equitably determine any adjustment in price or delivery schedules resulting from such changes, including Buyer's payment of reasonable costs of modifications to Seller's Equipment and Facilities (as defined in Article 16) necessary to implement such changes. In order to assist in the determination of any equitable adjustment in price or delivery schedules, Seller will, as requested, provide information to Buyer, including documentation of changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith, provided, however, that Seller will continue performing under this Contract, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes.

4. QUALITY AND INSPECTION

Seller will participate in Buyer's supplier quality and development program(s) and comply with all quality requirements and procedures Buyer specifies from time to time. Seller will permit Buyer and its representatives and consultants to (i) inspect Seller's books and records in order to monitor Seller's compliance with this Contract and Seller's financial condition and (ii) enter Seller's facilities at reasonable times to inspect such facilities and any goods, materials and property that relate to this Contract. No such inspection by Buyer will constitute acceptance by Buyer of any work-in-process or finished goods.

5. NON-CONFORMING GOODS

Buyer is not required to perform incoming inspections of any goods, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any goods for the goods covered by this Contract unless Buyer consents in writing. If Buyer rejects any goods as non-conforming, Buyer may, at its option, (a) reduce the quantities of goods ordered under this Contract by the quantity of non-conforming goods, (b) require Seller to replace the non-conforming goods, and/or (c) exercise any other applicable rights or remedies. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of non-conforming goods within forty-eight (48) hours of notice of Buyer's rejection of non-conforming goods (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the non-conforming goods without liability to Seller, provided, however, that in any event Buyer may elect to

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arrange for the shipment of any non-conforming goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all non-conforming goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any non-conforming goods. Buyer's payment for any non-conforming goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming goods.

6. FORCE MAJEURE

If Seller is unable to produce, sell or deliver any goods or services covered by this Contract, or Buyer is unable to accept delivery, buy or use any goods or services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this Contract that results from such event or occurrence will be excused for so long as such event or occurrence continues, provided, however, that the affected party gives written notice of such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns and power failures. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute goods from other available sources, in which case the quantities under this Contract will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this Contract and/or (ii) have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Contract without liability. Before any of Seller's labor contracts expire and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of goods to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) a finished inventory of goods in quantities sufficient to ensure the supply of goods to Buyer for at least thirty (30) days after such disruption commences.

7. WARRANTY

7.1 General. Seller warrants and guarantees to Buyer, its successors, assigns and customers that the goods and services covered by this Contract will (a) conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer, (b) will be merchantable, (c) of good material and workmanship, (d) free from defect, and (e) are fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

7.2 Date and Time Processing. Seller warrants and guarantees to Buyer and its customers that any products (including computer hardware, software, firmware, machinery and equipment) covered by this Contract must at all times accurately process, handle, calculate, compare and sequence date and time data from, into, within and between the 20th and 21st centuries, including leap year calculations.

7.3 Warranty Period. The period for each of the foregoing warranties will be that provided by applicable law, except that if Buyer ever provides a longer warranty to its customers, such longer warranty period will apply to the goods covered by this Contract.

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8. INGREDIENTS AND HAZARDOUS MATERIALS

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the goods, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the goods, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing.

9. INSOLVENCY OF SELLER

Buyer may immediately terminate this Contract without liability to Seller in any of the following or any similar events: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this Contract, that are necessary for Seller to meet its obligations under this Contract. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Contract is terminated, including, but not limited to, all attorney or other professional fees.

10. TERMINATION FOR BREACH

Buyer may terminate all or any part of this Contract, without liability to Seller at any time after execution if Seller (a) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, (b) fails to perform or threatens not to perform services or deliver goods in accordance with this Contract; or (c) fails to assure timely and proper completion of services or delivery of goods.

11. TERMINATION FOR CONVENIENCE

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-process and finished goods inventory related to the goods under this Contract which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive

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termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

12. TECHNICAL INFORMATION

12.1 Exchange of Information. Buyer and Seller will cooperate to create, maintain, update, and share technical information about the goods, products, machinery, materials, formulations and their manufacture, use, application and control in compliance with Buyer's drafting and math data standards. Such technical information will not be subject to any use or disclosure restrictions. Accordingly, Seller agrees not to assert any claims against Buyer, its customers or their respective suppliers with respect to any technical information that Seller discloses in connection with this Contract.

12.2 Waiver of Claims. Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any technical information that Seller shall have disclosed or may hereafter disclose in connection with the goods or services covered by this Contract.

12.3 Repair and Rebuild. Seller authorizes Buyer, its affiliates, agents and subcontractors, and Buyer's customers and their subcontractors to repair, reconstruct or rebuild the goods and products delivered under this Contract without payment of any royalty or other compensation to Seller.

12.4 Computer Programs and Written Works. All works of authorship, including without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created in the course of performing this Contract (separately or as part of any goods and components) are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller agrees to assign and assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship.

13. INDEMNIFICATION

13.1 Infringement. Seller will defend, hold harmless and indemnify Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses (including, without limitation, attorney and other professional fees and disbursements) relating to the goods or services covered by this Contract, including any claims in circumstances where Seller has provided only part of the goods or services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications.

13.2 Activities on Buyer's Premises. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer or Buyer's customer.

13.3 Product Liability. Seller will defend, hold harmless, and indemnify Buyer from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the goods or services supplied by Seller (regardless of whether

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such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller.

14. COMPLIANCE WITH LAWS

Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this Contract. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Article.

15. INSURANCE

Seller will maintain insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of the above-mentioned insurance requirements under this Contract or certified copies of all insurance policies within ten (10) days after Buyer requests. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

16. SELLER'S EQUIPMENT

Seller, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns, fixtures and other accessories, required for the production of the products covered by this Contract ("Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller grants Buyer an irrevocable option to take possession of, and title to, all or part of Seller's Equipment that is specially designed or outfitted for the production of the goods covered by this Contract upon payment to Seller of the net book value of such Seller's Equipment less any amounts that Buyer has previously paid to Seller for the cost of such Seller's Equipment. This option will not apply to the extent that Seller's Equipment is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others. Buyer's right to exercise this option is not conditioned on Seller's breach or Buyer's termination of this Contract or upon payment of any other amounts due under this Contract.

17. BUYER'S PROPERTY

17.1 Bailment of Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items Buyer furnishes, either directly or indirectly, to Seller, or for which Buyer gives consideration to Seller in whole or in part ("Buyer's Property"), will be and remain the property of Buyer and be held by Seller on a bailment basis. To the extent that this Contract provides that Buyer will reimburse Seller for any specific items of Buyer's Property (such as tooling), Seller will purchase and pay for such Buyer's Property as agent of Buyer. To the extent that this Contract provides that Seller will obtain any specific items of Buyer's Property (such as tooling) without separate or additional payment or reimbursement by Seller,

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Seller acknowledges and agrees that Buyer's issuance of this Contract is good and sufficient consideration for such Buyer's Property and that title to such Buyer's Property shall vest immediately in Buyer and be held by Seller pursuant to this Article. Seller shall assign to Buyer any contract rights or claims in which Seller has an interest with respect to Buyer's Property. Seller shall also execute (i) any bills of sale or other documents of conveyance Buyer requests to evidence the transfer to Buyer of title to any Buyer's Property, related contract rights and claims and (ii) any financing statements or other documents Buyer requests to evidence Buyer's ownership of Buyer's Property. Title to all replacement parts, additions, improvements and accessories purchased by Seller will vest in Buyer immediately upon attachment to or incorporation into Buyer's Property. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert any claims of ownership to or any other interest in Buyer's Property. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or in any of Buyer's Property for work performed on such property or otherwise. Goods manufactured based on Buyer's drawings and/or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written authorization.

17.2 Seller's Duties with Respect to Buyer's Property. While Buyer's Property is in Seller's possession and until Seller delivers Buyer's Property back to Buyer, Seller bears the risk of loss and damage to Buyer's Property. Seller will be responsible for the cost of repairing or replacing Buyer's Property if it is damaged or destroyed regardless of cause or fault. Seller will at all times: (a) regularly inspect, maintain in good condition, and repair Buyer's Property at Seller's own expense, (b) use Buyer's Property only for the performance of this Contract, (c) deem Buyer's Property to be personal property, (d) conspicuously mark Buyer's Property as the property of Buyer and maintain such markings, (e) not commingle Buyer's Property with the property of Seller or with that of a third person, (f) not move Buyer's Property from Seller's premises without Buyer's written approval, and (g) use Buyer's Property in compliance with Buyer's or the manufacturer's instructions and in compliance with all federal, state and local laws, ordinances and regulations. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto.

17.3 Return of Buyer's Property. Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) Ex Works (Incoterms 1990) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller does not release and deliver any Buyer's Property in accordance with this Article, Buyer may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property.

17.4 Disclaimer of Warranties. Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any

Revised June 24, 1999

loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages.

17.5 Development, Engineering And Consulting Services. Engineering, consulting or development services ("Development Services") funded under this Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("IP") shall be the sole property of Buyer. Seller agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Buyer. Seller shall notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

18. SERVICE AND REPLACEMENT PARTS

During the term of this Contract, Seller will sell to Buyer goods necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers at the then current production price(s) under this Contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If this Contract is in effect at the end of the vehicle production program into which the goods covered by the Contract are incorporated, Seller will also sell goods to Buyer to fulfill Buyer's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program (the "Post-Production Period"), and this Contract will automatically remain in effect during the entire Post-Production Period. During the first three (3) years of the Post-Production Period, the price(s) for such goods will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service goods will be as reasonably agreed to by the parties. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.

19. REMEDIES

The rights and remedies reserved to Buyer in this Contract are cumulative with, and in addition to, all other or further remedies provided in law or equity.

20. CUSTOMS AND EXPORT CONTROLS

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, belong to Buyer. Seller will provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive these benefits or credits, and to fulfill any customs related obligations, origin marking or labeling requirements and local content origin requirements. Seller will obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licensees or authorization(s). Seller will make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

21. SETOFF AND RECOVERY

Revised June 24, 1999

With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, Buyer may (i) setoff such obligations against any sums owing to Seller or Seller's affiliates and/or (ii) recoup such obligations from any amounts paid to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

22. NO ADVERTISING

Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the goods or services covered by this Contract or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials unless Buyer consents in writing.

23. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.

24. ASSIGNMENT

Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign or delegate its rights or obligations under this Contract without Buyer's prior written consent.

25. RELATIONSHIP OF PARTIES

Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

26. GOVERNING LAW AND JURISDICTION

This Contract is to be construed according to the laws of the country (and state or province, if applicable) from which this Contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this Contract is issued.

27. SEVERABILITY

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

28. RIGHT TO AUDIT AND INSPECT

Revised June 24, 1999

Buyer, at its expense, has the right to audit and review all relevant books, records, payroll data, receipts and other documents, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to substantiate any charges and other matters under this Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. In addition, Buyer has the right to inspect all inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges, and other items related to Seller's performance of this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits or inspections by Buyer.

29. ENTIRE AGREEMENT

This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.

Exhibit B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

FILED

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CLERK
U.S. DISTRICT COURT
EAST. DIST. MICH.
BAY CITY

H.E. SERVICES COMPANY, and
ROBERT BACKIE, Majority Shareholder,

File No. 05-10053

Plaintiffs,
vs.

Hon. David M. Lawson
Magistrate Judge Charles E. Binder

DELPHI AUTOMOTIVE SYSTEMS, INC.,
a foreign corporation,

Defendant.

MASTROMARCO & JAHN, P.C.

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**ANSWER TO AMENDED COMPLAINT
AND AFFIRMATIVE DEFENSES**

Delphi Automotive Systems, LLC, (Delphi) by its attorneys, Lippert, Humphreys, Campbell, Dust & Humphreys, P.C., states the following as its answer to the amended complaint of H.E. Services Company (HES) and Robert Backie (Backie):

Common Allegations

1. Delphi admits the allegations in paragraph 1 on information and belief.
2. Delphi admits the allegations in paragraph 2 on information and belief.
3. Delphi admits the allegations in paragraph 3 for purposes of jurisdiction only.
4. Delphi admits the allegations in paragraph 4 for purposes of jurisdiction only.
5. Delphi states that a legal conclusion and not facts are stated in paragraph 5 and the application of this legal conclusion to the facts of this case is denied.
6. Delphi states that a legal conclusion and not facts are stated in paragraph 6 and the application of this legal conclusion to the facts of this case is denied.
7. Delphi states that a legal conclusion and not facts are stated in paragraph 7 and the application of this legal conclusion to the facts of this case is denied.
8. Delphi admits that sales of goods by HES to Delphi in accordance with the terms and conditions of Delphi purchase orders are subject to the provisions of the Uniform Commercial Code.
9. Delphi denies the allegations in paragraph 9.

Factual Background

10. Delphi admits the allegations in paragraph 10 on information and belief.
11. Delphi admits the allegations in paragraph 11.

12. Delphi denies the allegations in paragraph 12, but states that Delphi informed HES and Backie that if HES became qualified as a minority supplier the company would be placed on the minority supplier bidder list.

13. Delphi denies the allegations in paragraph 13. Delphi states that plaintiffs' complaint exhibit 1 correctly states the business relationship of General Motors and HES on October 21, 1993.

14. Delphi admits that it had enumerated buyer responsibilities as stated in paragraph 14 a through f inclusive. Delphi further admits that all participants were challenged to "build a network of business relationships and rapidly increase (purchases) from the minority supplier."

15. Delphi admits generally the allegations contained in paragraph 15.

16. Delphi denies the allegations in paragraph 16.

17. Delphi denies the allegations in paragraph 17.

18. Delphi denies the allegations in paragraph 18.

19. Delphi denies the allegations in paragraph 19.

Juarez, Mexico

20. Delphi has no knowledge of the facts stated in paragraph 20 and the allegations are neither admitted nor denied for this reason.

21. Delphi has no knowledge of the facts stated in paragraph 21 and the allegations are neither admitted nor denied for this reason.

22. Delphi denies the allegations in paragraph 22. Delphi states further that although there was a limited number of prototype manufacturing suppliers in the region, Delphi had only minimal part requirements in Juarez, Mexico.

23. Delphi admits the allegations in paragraph 23 insofar as these allegations intend to state that Delphi requested proposals from prospective suppliers and that HES was a prospective supplier.

24. Delphi admits the allegations in paragraph 24 insofar as these allegations state that if HES was to submit a successful bid it could supply parts to Delphi as a minority supplier.

25. Delphi admits the allegations in paragraph 25 insofar as the allegations correctly state the proposals submitted by HES as a prospective supplier to Delphi.

26. Delphi has no knowledge of the facts stated in paragraph 26 and the allegations are neither admitted nor denied for this reason.

27. Delphi admits the allegations in paragraph 27 insofar as these allegations state that Delphi invited the prospective suppliers to its facilities.

28. Delphi denies the allegations in paragraph 28.

29. Delphi denies the allegations in paragraph 29.

30. Delphi denies the allegations in paragraph 30.

31. Delphi denies the allegations in paragraph 31.

32. Delphi denies the allegations in paragraph 32.

33. Delphi admits that HES submitted a written Proposal/Agreement (plaintiffs' exhibit 1A).

34. Delphi admits that HES submitted an Engineering Prototype Support Center Proposal and Capability Profile (plaintiffs' complaint exhibits 1A and 2).

35. Delphi admits that business meetings were held in El Paso, Texas, denies that HES personnel appeared at the "request" of Delphi.

36. Delphi denies the allegations in paragraph 36 as stated, but states that a buyer/seller relationship was established between Delphi and HES in accordance with the terms of purchase agreements issued by Delphi to HES.

37. Delphi denies the allegations in paragraph 37.

38. Delphi admits generally the allegations in paragraph 38.

39. Delphi has no knowledge of the facts stated in paragraph 39 and the allegations are neither admitted nor denied for this reason.

40. Delphi denies the allegations in paragraph 40.

41. Delphi denies the allegations in paragraph 41.

42. Delphi denies the allegations in paragraph 42.

43. Delphi has no knowledge of the facts stated in paragraph 43 and the allegation are neither admitted nor denied for this reason.

44. Delphi denies the allegations in paragraph 44.

45. Delphi denies the allegations in paragraph 45.

46. Delphi denies the allegations in paragraph 46.

HES Flint Manufacturing Division

47. Delphi admits generally the allegations in paragraph 47 insofar as it correctly states that there were discussions between Delphi and HES regarding HES's interest in expanding its operations.

48. Delphi admits the allegations in paragraph 48, except it denies that any forecasts made by it were bad-faith promises.

49. Delphi denies the allegations in paragraph 49 insofar as these allegations do not accurately state the volumes of parts authorized for production in accordance with releases issued by Delphi to HES in accordance with the terms of its purchase orders.

50. Delphi states that the allegations in paragraph 50 are vague and ambiguous and no response is made for that reason.

51. Delphi denies the allegations in paragraph 51.

52. Delphi denies the allegations in paragraph 52.

53. Delphi denies the allegations in paragraph 53.

54. Delphi denies the allegations in paragraph 54.

55. Delphi denies the allegations in paragraph 55.

56. Delphi denies the allegations in paragraph 56.

57. Delphi admits the allegations in paragraph upon information and belief.

58. Delphi has no knowledge of the facts stated in paragraph 43 and these allegations are neither admitted nor denied for this reason.

59. Delphi admits the allegations in paragraph 59 upon information and belief.

60. Delphi denies the allegations in paragraph 60.
61. Delphi denies the allegations in paragraph 61.
62. Delphi denies that it failed to meet any promised obligations or contractual agreements. The remaining allegations in paragraph 62 are admitted.
63. Delphi denies that it failed to meet any promised obligations or contractual agreements. The remaining allegations in paragraph 63 are admitted.
64. Delphi denies the allegations in paragraph 64.
65. Delphi denies the allegations in paragraph 65.
66. Delphi denies the allegations in paragraph 66.
67. Delphi denies the allegations in paragraph 67.
68. Delphi denies the allegations in paragraph 68. Delphi states further that HES could not meet its contractual obligations and that orders were issued to other suppliers by Delphi to mitigate any losses and damages which might result from its inability to fulfill its contracts with its customers.
69. Delphi denies the allegations in paragraph 69.
70. Delphi denies the allegations in paragraph 70.
71. Delphi denies the allegations in paragraph 71.

EX-CELL-O Grinding Machine XJ 690

72. Delphi admits that there were meetings between HES and Bruce Waslusky.
73. Delphi admits the allegations in paragraph 73, except any purchase agreement to purchase parts would be based upon Delphi's requirements, and any

equipment purchases would be made in accordance with the terms and conditions of a purchase order.

74. Delphi admits that any equipment was to be designed as required to manufacture parts to Delphi's engineering and quality specifications.

75. Delphi admits that it issued a purchase order to HES and that a machine was purchased by HES with Delphi financing.

76. Delphi denies the argumentative phrasing of paragraph 76, and states further Delphi understood that U.S. manufactured Fanuc controls were suitable for use with the EX-CELL-O equipment, or as an alternative to the European-type controls manufactured by Seimen.

77. Delphi denies the allegations in paragraph 77.

78. Delphi denies the allegations in paragraph 78.

79. Delphi denies the allegations in paragraph 79.

80. Delphi denies the allegations in paragraph 80.

81. Delphi denies the allegations in paragraph 81. Delphi states that HES was unable to meet Delphi's production and quality requirements. Delphi submitted purchase orders to other suppliers to mitigate the losses and damages that might be incurred if it could not meet its customers' requirements.

82. Delphi denies the allegations in paragraph 82.

83. Delphi denies the allegations in paragraph 83.

84. Delphi denies the allegations in paragraph 84.

Count I – 42 U.S.C. § 1981

85. Delphi adopts its answers to paragraph 1 through 84 as if fully restated herein.
86. Delphi denies the allegations in paragraph 86.
87. Delphi states that a legal conclusion is stated in paragraph 87 and no response is required.
88. Delphi admits generally the allegations stated in paragraph 88.
89. Delphi admits that Robert Backie has represented himself to Delphi as a Native American Chippewa Indian.
90. Delphi denies the allegations in paragraph 90.
91. Delphi admits the allegations in paragraph 92 insofar as these allegations correctly state the provisions of 42 U.S.C. § 1981(b).
92. Delphi denies the allegations in paragraph 92.
93. Delphi denies the allegations in paragraph 93.
94. Delphi denies the allegations in paragraph 94.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment.

Count II – Innocent/Negligent Misrepresentations

95. Delphi adopts its answers to paragraph 1 through 94 as if fully restated herein.
96. Delphi states that the claims made by the plaintiff are without factual merit and do not assert claims for innocent or negligent misrepresentation.
97. Delphi denies the allegations in paragraph 97.

98. Delphi denies the allegations in paragraph 98.
99. Delphi denies the allegations in paragraph 99.
100. Delphi denies the allegations in paragraph 100.
101. Delphi denies the allegations in paragraph 101.
102. Delphi denies the allegations in paragraph 102.
103. Delphi denies the allegations in paragraph 103.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment.

Count III – Fraudulent Misrepresentation

104. Delphi adopts its answers to paragraph 1 through 103 as if fully restated herein.

105. Delphi denies the allegations in paragraph 105.
106. Delphi denies the allegations in paragraph 106.
107. Delphi denies the allegations in paragraph 107.
108. Delphi denies the allegations in paragraph 108.
109. Delphi denies the allegations in paragraph 109.
110. Delphi denies the allegations in paragraph 110.
111. Delphi denies the allegations in paragraph 111.
112. Delphi denies the allegations in paragraph 112. Delphi states that damages for non-economic loss, as claimed, are not recoverable as a matter of law.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment

Count IV – Silent Fraud

113. Delphi adopts its answers to paragraph 1 through 112 as if fully restated herein.
114. Delphi denies the allegations in paragraph 114.
115. Delphi denies the allegations in paragraph 115.
116. Delphi denies the allegations in paragraph 116.
117. Delphi denies the allegations in paragraph 117.
118. Delphi denies the allegations in paragraph 118.
119. Delphi denies the allegations in paragraph 119.
120. Delphi denies the allegations in paragraph 120.
121. Delphi denies the allegations in paragraph 121. Delphi states that damages for non-economic loss, as claimed, are not recoverable as a matter of law.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment.

Count V – Fraud Based on Bad-Faith Promise

122. Delphi adopts its answers to paragraph 1 through 121 as if fully restated herein.
123. Delphi denies the allegations in paragraph 123.
124. Delphi denies the allegations in paragraph 124.
125. Delphi denies the allegations in paragraph 125.
126. Delphi denies the allegations in paragraph 126.
127. Delphi denies the allegations in paragraph 127.
128. Delphi denies the allegations in paragraph 128.

129. Delphi denies the allegations in paragraph 129. Delphi states that damages for non-economic loss, as claimed, are not recoverable as a matter of law.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment

Count VI – Promissory Estoppel

130. Delphi adopts its answers to paragraph 1 through 129 as if fully restated herein.

131. Delphi denies the allegations in paragraph 131.

132. Delphi denies the allegations in paragraph 132.

133. Delphi denies the allegations in paragraph 133.

134. Delphi denies the allegations in paragraph 134.

135. Delphi denies the allegations in paragraph 135.

136. Delphi denies the allegations in paragraph 136. Delphi states that damages for non-economic loss, as claimed, are not recoverable as a matter of law.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment.

Count VII – Contract Action – UCC

137. Delphi adopts its answers to paragraph 1 through 136 as if fully restated herein.

138. Delphi denies the allegations in paragraph 138 because no facts are stated supporting a claim as a seller.

139. Delphi denies the allegations in paragraph 139 because no facts are stated to establish that an agreement was made between Delphi and HES.

140. Delphi denies the allegations in paragraph 140 because no facts are stated to establish that an agreement was made between Delphi and HES.

141. Delphi admits generally the allegations in paragraph 141, but states that no reference is made to specific purchase orders and by HES.

142. Delphi denies the allegations in paragraph 142.

143. Delphi denies the allegations in paragraph 143

144. Delphi denies the allegations in paragraph 144.

145. Delphi denies the allegations in paragraph 145.

146. Delphi denies the allegations in paragraph 146.

147. Delphi denies the allegations in paragraph 147.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment.

Count VIII – Contract Action

148. Delphi adopts its answers to paragraph 1 through 147 as if fully restated herein.

149. Delphi denies the allegations in paragraph 149 because no facts are stated supporting a claim as a seller.

150. Delphi denies the allegations in paragraph 150 because no facts are stated to establish that an agreement was made between Delphi and HES.

151. Delphi denies the allegations in paragraph 151 because no facts are stated to establish that an agreement was made between Delphi and HES.

152. Delphi admits generally the allegations in paragraph 152, but states that no reference is made to specific purchase orders and by HES.

153. Delphi denies the allegations in paragraph 153.

154. Delphi denies the allegations in paragraph 154.

155. Delphi denies the allegations in paragraph 155.

156. Delphi denies the allegations in paragraph 156.

157. Delphi denies the allegations in paragraph 157.

158. Delphi denies the allegations in paragraph 158.

WHEREFORE, Delphi denies that plaintiffs are entitled to a judgment.

AFFIRMATIVE DEFENSES

Delphi states as its affirmative defenses:

1. The claims asserted by the plaintiffs in Count I of plaintiffs' complaint and founded 42 U.S.C. § 1981 are barred by the applicable statute of limitations.
2. The claims made by plaintiffs in Count II alleged to be "Innocent/Negligent Misrepresentations" are barred by the applicable statute of limitations.
3. The claims made by plaintiffs in Count II alleged to be "Innocent/Negligent Misrepresentations" fail to state a claim upon which relief can be granted.
4. The claims made by the plaintiffs in Count III and alleged to be "Fraudulent Misrepresentations" are barred by the applicable statute of limitations.
5. The claims made by the plaintiffs in Count III and alleged to be "Fraudulent Misrepresentations" fail to state a claim upon which relief can be granted.

6. The claims made by the plaintiffs in Count IV and alleged to be "Silent Fraud" are barred by the applicable statute of limitations.

7. The claims made by the plaintiffs in Count IV and alleged to be "Silent Fraud" fail to state a claim upon which relief can be granted.

8. The claims made by the plaintiffs in Count V and alleged to be "Fraud Based on Bad Faith Promise" are barred by the applicable statute of limitations.

9. The claims made by the plaintiffs in Count V and alleged to be "Fraud Based on Bad Faith Promise" fail to state a claim upon which relief can be granted.

10. The claims made by the plaintiffs in Count VI and alleged to be "Promissory Estoppel" are barred by the applicable statute of limitations.

11. The claims made by the plaintiffs in Count VI and alleged to be "Promissory Estoppel" fail to state a claim upon which relief can be granted.

12. The claims made by the plaintiffs in Count VII and alleged to be "Contract Action-UCC" are barred by the applicable statute of limitations. MCLA 400.40.2725(1).

13. The claims made by the plaintiffs in Count VII and alleged to be "Contract Action-UCC" fail to state a claim upon which relief can be granted.

14. The claims made by the plaintiffs in Count VIII and alleged to be "Contract Action" are barred by the applicable statute of limitations.

15. The claims made by the plaintiffs in Count VIII and alleged to be "Contract Action" fail to state a claim upon which relief can be granted.

16. All claims of the plaintiffs are barred by the Statute of Frauds.

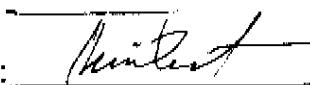
17. The plaintiffs, and each of them, have failed to mitigate their damages.

18. The plaintiff, HES, has breached the contracts made between Delphi and HES.

19. Plaintiffs' claims are barred in whole or in part by the terms and conditions of the written agreements between the parties.

LIPPERT, HUMPHREYS, CAMPBELL,
DUST & HUMPHREYS, P.C.
Attorneys for Defendant

Dated: July 11, 2005.

By: 
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

H.E. SERVICES COMPANY, and
ROBERT BACKIE, Majority Shareholder,

File No. 05-10053

Plaintiffs,

vs.

DELPHI AUTOMOTIVE, INC.,
a foreign corporation,

Hon. David M. Lawson
Magistrate Judge Charles E. Binder

Defendant.

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PROOF OF SERVICE

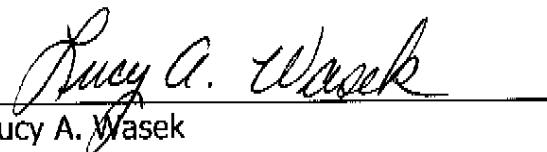
STATE OF MICHIGAN)
)
) ss.
COUNTY OF SAGINAW)

The undersigned, being first duly sworn, deposes and says that on the 11th day of July 2005, she served copies of Defendant's Answer to Amended Complaint and Affirmative Defenses, and Proof of Service upon:

Victor J. Mastromarco, Jr.
Attorney for Plaintiff
Mastromarco & Jahn, P.C.
1024 North Michigan Avenue
P.O. Box 3197
Saginaw, MI 48605-3197

Donald R. Parshall, Jr.
Attorney for Defendant
Delphi World Headquarters
M/C: 480-410-254
5825 Delphi Drive
Troy, MI 48098-2815

by placing the same in an envelope, plainly addressed at said addresses, with postage thereon fully prepaid, and depositing same in a government mail receptacle in the Township of Saginaw, Michigan.


Lucy A. Wasek

Subscribed and sworn to before me, a
notary public in and for said County, on
the 11th day of July, 2005.

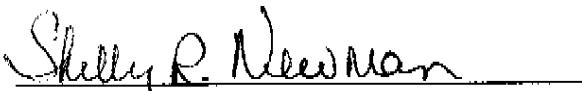

Shelly R. Newman
Shelly R. Newman, Notary Public
State of Michigan, County of Saginaw
My comm. Expires: 12/07/2007
Acting in the County of Saginaw

EXHIBIT G

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
H E Services Company	Victor Mastromarco Jr	The Mastromarco Firm	1024 N Michigan Ave PO Box 3197	Saginaw	MI	48605
Robert Backie	Victor Mastromarco Jr	The Mastromarco Firm	1024 N Michigan Ave PO Box 3197	Saginaw	MI	48605
Richard Janes	Michael R Wernette	Schafer And Weiner Pllc	40950 Woodward Ave Ste 100	Bloomfield Hills	MI	48304